

REMARKS

By this Amendment, claims 7-16 are currently pending. Claims 7 and 15 have been amended, and claim 16 is newly presented for Examination. No new matter has been added. Applicants respectfully request reconsideration of the above-identified application in view of the above amendments and the following remarks.

Claim 7 has been amended to recite that “the printed part adheres to the first binder layer,” to further define Applicants’ invention. Support for this amendment is found throughout the Specification and Drawings as filed, for example, at page 5, last paragraph; page 12, lines 6-7.

Claim 15 has been amended to recite that “the printed part consists entirely of ink.” Support for this amendment is found throughout the Specification and Drawings as filed, for example, at page 9, lines 12-13 and page 10, last paragraph.

Newly presented claim 16 recites that, “the printed part adheres to the second binder layer.” Support for this claim is found throughout the Specification and Drawings as filed, for example, at page 5, last paragraph; page 12, lines 6-7.

Claims 7-15 have been rejected under 35 U.S.C. §102(b) as allegedly being anticipated by Keng U.S. Patent No. 5,362,540. Applicants respectfully traverse this rejection.

Claim 7, as amended, recites *inter alia*, a resin panel comprising: a resin panel body; and an insert film arranged on a surface of said resin panel body, said insert film comprising: a resin film; a first binder layer formed on the surface of the resin film; a printed part formed on the first binder layer; and a second binder layer formed to seal said printed part in co-operation with the first binder layer, the second binder layer contacting the first binder layer

along a periphery of the printed part, wherein the first binder layer, printed part and second binder layer are formed in this order; and wherein said resin panel body is integrally molded with said insert film by an insert molding so that a surface of the resin film of said insert film, at the side on which a printed part is created, faces an inside of the resin panel, and wherein the printed part adheres to the first binder layer.

Keng cannot anticipate amended claims 7-15, because it does not teach each and every element of these claims. See MPEP §2131. Keng describes a document lamination system including laminating sheets, adhesive, and shielding sheets, such that a document can be sealed within the lamination sheets and later removed undamaged. See Keng, Abstract. Keng specifically states that the purpose of shield device (16) is “to prevent direct adherence of the sheets 12 and 14 to the document 10.” See Keng at column 2, lines 51-54.

Moreover, in Keng, the document (10) and sheets (12 and 14) are prepared separately and the document (10) is later inserted between the shield device (16), and then between the sheets (12 and 14). Keng describes, “[t]he shield device 16 is therefore *interposed* between the document 10 and the laminating device 11 to prevent direct adherence of the sheets 12 and 14 to the document 10.” See Keng, column 2, lines 51-54 (emphasis added).

That is, Keng does not teach or suggest that such a document is “*formed on*” a binder layer, as required by amended independent claim 7. Applicants respectfully submit that the interposition described by Keng does not teach or suggest *formation* of one item on another, as claimed by Applicants.

Moreover, in order to interpose the components in Keng, as described above, the document (10) and other components are separately manufactured, and then joined as described. This does not teach or suggest “the first binder layer, printed part and second binder layer are

formed in this order,” as required by independent claim 7, and as set forth in Applicants’ Specification, particularly at pages 5-6. By forming one layer on another, as claimed, ink flow is prevented that would otherwise cause a component being manufactured to be ruined.

The Final Office Action argues that Keng discloses “a printed part formed on the first binder layer (figure 2 number 10).” See Office Action at page 4, 4th paragraph. However, claim 7 has been amended also to recite that “the printed part adheres to the first binder layer.”

The Final Office Action points to element 19 and element 18 of Keng, as allegedly teaching a first binder layer and the second binder layer, respectively. See Office Action at page 3, line 6 and page 4, paragraph 4, lines 5-6 and 7-8. However, both elements 18 and 19 of Keng are described as being part of the shield device 16. See Keng at column 3, paragraph 1. Thus, the Office Action alleges that Keng describes that the document (10) is formed on the shield device (16, 17 and 18).

However, in sharp contrast, the purpose of the shield device (16, 17 and 18) of Keng, is specifically to *resist* adherence to the document (10). The shield device (16, 17 and 18) does not adhere to the document (10), the document is not formed on the shield device (16, 17 and 18), and Keng does not teach or suggest doing so. Thus, Keng does not teach or suggest, and indeed *teaches away* from the recitation of “a printed part created on the first binder layer,” and “the printed part adheres to the first binder layer,” as recited in amended claim 7. For similar reasons, Keng does not teach or suggest that “the printed part adheres to the second binder layer,” as recited in newly presented claim 16.

The Office Action further argues that, “[i]n this case, the limitation wherein the resin body is integrally molded with the insert film by inserting molding ... does not determine the patentability of the product itself.” See Final Office Action at page 6, paragraph 1. In the

claimed resin panel, by integrally molding the resin panel body with “said insert film by insert molding...” a structure results that is different from one involving adhesive in-between the components, such as that described by Keng. See Keng, Abstract, lines 2 and 5 and column 2, lines 24-37. Simply put, there is no separate “adhesive” between the “insert film” and the resin panel body, and thus the recited process is *not* just merely a different way of making the same article, as argued by the Final Office Action. Even taken alone, the claimed process of insert molding, and the physical differences and benefits thereof, compared with the heat-activated adhesive lamination of Keng, define patentable subject matter over Keng. The claimed process is not taught or suggested by Keng, but as a result, the product is also not taught or suggested by Keng.

Regarding previously added claim 15, the Examiner states, “Keng discloses that the printed part is a document which inherently consist of ink by definition therefore the printed part of the document is ink.” See Final Office Action at page 5, lines 7-9.

As amended, claim 15 recites that “the printed part consists entirely of ink.” While, the “document” described by Keng likely includes ink in some form, the document is certainly also composed of material other than ink, such as paper described by Keng at column 1, paragraph 2. Accordingly, Keng does not teach or suggest that “the printed part consists entirely of ink,” as now recited in amended claim 15.

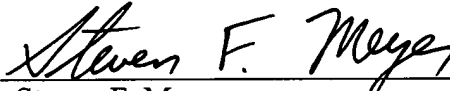
For the above reasons, Applicants respectfully submit that Keng does not teach or suggest each and every element recited in amended independent claim 7 or claims 8-15 depending therefrom. Accordingly, these claims define patentable subject matter over Keng. Applicants respectfully request for the rejection of claims 7-15 under 35 U.S.C. §102 as being unpatentable over Keng to be withdrawn.

CONCLUSION

For the above reasons, it is believed that claims 7-16 as herein presented are patentable, and that this application is in allowable condition.

Respectfully submitted,
MORGAN & FINNEGAN, L.L.P.

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By: 
Steven F. Meyer
Registration No. 35,613

Correspondence Address:

MORGAN & FINNEGAN, L.L.P.
345 Park Avenue
New York, NY 10154-0053
(212) 758-4800 Telephone
(212) 751-6849 Facsimile